



**You are summoned to the Meeting of Attleborough Town Council
Environment Committee**

To be held on Monday 16th October 2023 at 7.00pm

This Meeting will be held at the Town Hall

CLlr P Leslie, CLlr J Taylor, CLlr D DeSouza, CLlr R Bond, CLlr P Wenham, CLlr S Taylor, CLlr T Taylor,
CLlr J Ellis, CLlr A Westby, CLlr V Dale, CLlr S Mackinnon

Sharon Smyth

10th October 2023

Locum Town Clerk

AGENDA

To transact the undermentioned business; to receive the following reports and to make such orders or give such directions as necessary: -

1 Welcome and Housekeeping

2 Apologies for Absence

To receive and accept apologies for absence.

3 Declarations of Interest

- a) To receive and consider declarations of interest in items below:

(Members are no longer required to declare personal or prejudicial interests but are to declare any new Disclosable Pecuniary Interests that are not currently included in the Register of Interests. Members are reminded that under the Code of Conduct they are not to participate and must leave the room for the whole of an agenda item to which they have a Disclosable Pecuniary Interest. Members may disclose any other interests they may have in the interests of transparency)

- b) To receive and consider dispensations in respect of Disclosable Pecuniary Interests.

4 First Public Participation (10 Minutes)

5 Minutes of the Environment Committee 18th September 2023 - for acceptance and approval

6 Actions Arising From Outstanding Actions - Reference to the live link to all below actions

Min 012.21 Locations for cycle racks and picnic benches at Gaymers to be confirmed

Min 026.21 Gravel & Board way Type 1 Confirm Location

Min 037.21 Sensory Play Area -

a) More information needed to confirm Birch Drive

b) Request by resident to plant oak tree in memory of her late husband – for consideration and resolution

Min 039.21 Recreation Ground – Seating and Shelter locations to be determined

Min 040.21 Queens Road Allotment- Community allotment, remove cemetery spoil and relocate

Min 041.21 Land at Blackthorn Road – Shared Priorities

Min 008.22 Jubilee Wood To Agree Survey Quotes – for consideration and resolution

Min 035.22 4 New Welcome/Gateway to Attleborough Signs

Min 037.22 Railings Grounds Staff Spring 2024

Min 050.22 Gaymers Wild Flowers – Update

Min 078.22 Close Cemetery Thieves Lane Headstones

Min 102.22 London Road picnic benches x 2 delegate to Grounds staff

Min 110.22 Seating at Recreation Ground to install 3 accessible picnic benches & explore options for covered seating

Min 112.22 Bin Review

ATC Environment Committee meeting (16th October 2023)

Min 122.22 Signs for Wheel Park & London Road Play Area

Min 016.23 Decoy Common – Update

Min 017.23 Cemetery Hedges Update

Min 019.23 Queens Square Cinema

Min 021.23 Cinema for Youth Club & Provision for Youth Club storage + venue – for consideration and resolution

Min 028.23 Benches at Old Post Office

Min 029.23 Church Wall – Update

Min 031.23 Fence at London Rd Dog Walking Area -Update

7 Play Area Walk-About – Any Actions to be discussed

8 S106 Oaktree Park money – Option 1 Lomond Play Area – Full delegated powers to Environment – for consideration and resolution

9 Banham Poultry Update

10 Correspondence – for consideration and resolution

a) Grosvenor Park Allotments, London Road

11 Offer to Purchase Land on St Edmunds Close, Attleborough - for discussion

12 Second Public Participation (10 Minutes)

13 Items for the next Agenda

Expected Meeting Length 1 hour

5)



Attleborough Town Council

Historic Market Town in the Heart of Norfolk

Minutes of the meeting of the Attleborough Town Council Environment Committee Held on Monday 18th September 2023 at 7.00 pm Held at the Town Hall, Queens Square.

Present:

Cllr T Taylor – presiding
In attendance – Sharon Smyth -Locum Town Clerk
Anne Willett – Town Clerk Assistant – Minute Taker
Cllr V Dale, Cllr S Mackinnon, Cllr A Westby, Cllr D DeSouza, Cllr J Taylor, Cllr R Bond,
Cllr P Wenham, Cllr S Taylor, Cllr J Ellis
Public x 7

032.23) Chairman Welcome – Cllr Taylor opened the meeting and welcomed everyone

033.23 Apologies for absence –

Cllr P Leslie,

034.23) Declarations of Interest

- a) To receive and consider declarations of interest in items below – None received
b) To receive and consider dispensations in respect of Disclosable Pecuniary Interests –
None received

035.23) Public Participation –

- Resident spoke regarding Banham Poultry odour and even after a £300,000 fine nothing had changed.
- Cllr T Taylor informed resident Cllrs and District Cllrs were representatives on outside body, the next meeting being held 4th October 2023. There is an awareness regarding foul odour and noise complaints. Cllr Ashby had emailed twice regarding this situation. The Clerk would explore discussions with enforcement and check whether last fine had conditions imposed.
- Could we restrict HGV through Town at certain times
- The Clerk would investigate for next Environment meeting.

036.23) Minutes of the Environment Committee 21st August 2023

On the motion of Cllr J Taylor, seconded by Cllr P Wenham, it was
RESOLVED to approve the minutes of the meeting of the 21st August 2023.

037.23) Matters arising (items not on the Agenda)–

012.21) Cycle Racks On the motion of Cllr Lane, seconded by Cllr Leslie, it was **RESOLVED** - to install cycle racks at Gaymers meadow and near Rosecroft school. **UPDATE: 17 JANUARY 2022** - 029.21) The Clerk informs Council that we have now received delivery of cycle racks for Rosecroft and Gaymers. **SEPTEMBER 2023** - Cycle racks have been installed by Rosecroft but have not yet been installed at Gaymers.

17 JANUARY 2022 021.21) The contextual safeguarding team asked for lighting to be considered at the MUGA. MB to explore costs and planning. **ACTION: CLERK UPDATE: 13 MARCH 2023** - 109.22) On the motion of Cllr Lane, seconded by Cllr Dale, It was **RESOLVED** – to liaise with Breckland regarding planning and if appropriate source 3 quotations for the works. **ACTION: CLERK 17 JULY 2023** - 018.23 MUGA The Clerk confirms the feedback from Breckland regarding the lighting and the need to consult environmental health and residents. Cllr T Taylor informs that the police and contextual safeguarding team are keen for lighting to be installed. On the motion of Cllr S Taylor seconded by Cllr J Taylor it was **RESOLVED** that this is further explored. Portable CCTV also to be explored. **SEPTEMBER 2023** - Not yet actioned. The environmental health team still need to be consulted with to ensure luminance and positioning would not cause a nuisance to local neighbouring properties and costings still need to be obtained. Once E.H have been engaged and quotes have been sought we will bring this back to committee for further consideration. 026.21) The Dell C: On the motion of Cllr Leslie, seconded by Cllr Westby it was **RESOLVED** to construct a gravel and board walkway from the car park to the cemetery. **ACTION CLERK UPDATE: SEPTEMBER 2023** - Not yet actioned. **21 FEBRUARY 2022** 037.21) Sensory Play Area/Community Garden Sensory play area at Birch Drive not particularly accessible, a sensory park needs to be more central i.e. Norfolk Drive. Discuss with Breckland and Homes England and report to next ATC meeting. Look at current area and put in some sensory play equipment and give Birch Drive a makeover. On the motion Cllr Leslie, seconded by Cllr Tyrer, it was **RESOLVED** - Look at areas for a refresh and putting in sensory equipment, prepare a brief for when Cllr Leslie and Cllr Tyrer meet with developers. **ACTION: CLERK/PL/ET UPDATE: SEPTEMBER 2023** - Our administration has been unable to find any records relating to this. 039.21) Recreation Youth Facility It was suggested to convert the brick building at the Recreation Ground into some form of shelter. Make this a project with someone to take the lead then do a brief and costs. On the motion of Cllr Leslie, seconded by Cllr Lane, it was **RESOLVED** - to appoint a Cllr to lead this project forward and consult with other active groups. Cllrs Taylor, Westby & Dale would form a working party on this project. **ACTION: TT/AW/VD UPDATE: 21 MARCH 2022** - 054.21) On the motion of Cllr Leslie, seconded by Cllr Lane, it was **RESOLVED** to propose that we look at seating and shelter in conjunction with the new skate park, and demolish dead man's hut. **SEPTEMBER 2023** - No action taken. Item to be included on a future agenda to review.

040.21) Queens Road Allotments On the motion of Cllr Leslie, seconded by Cllr Dale, it was **RESOLVED** – Use first plot for a community allotment for the use of a community composting area **ACTION: CLERK. UPDATE: SEPTEMBER 2023** - Not yet actioned. 041.21) Land at Blackthorn Road On the motion of Cllr Dale, seconded by Cllr Wenham, it was **RESOLVED** – We approach Breckland to examine the possibility of acquiring this as a Town Council and engage what sort of usage they are asking of us and report back to Council. **ACTION: CLERK UPDATE: 21 MARCH 2022** - 041.21) Waiting response from Breckland. Deferred to April. **SEPTEMBER 2023** - No further updates or information could be found from April 2022 so I've emailed the Land and Development Officer at Breckland Council myself to enquire and will feed back at the next meeting

16 MAY 2022 008.22) Jubilee Memorial On the motion of Cllr Leslie, seconded by Cllr Westby, it was **RESOLVED** to plant a Jubilee woodland, using the more established tree from Breckland

as a focal point, and a memorial planter in queens square. **UPDATE: SEPTEMBER 2023** - The land was discharged into our ownership in **June 2022**. In **JANUARY 2023** an application was made for £34,017.48 in S106 monies. In **FEBRUARY 2023** Breckland Councils S106 Officer notified the Town Clerk that the application for the Jubilee Woodland project was successful subject to the follow conditions:- That the precise details of the works, with associated costings, are agreed by the Local Planning Authority before the works are contracted and **if the works are not contracted out within 12 months of the award of these monies then the monies are paid back** to the Local Planning Authority. The project has not been progressed since leaving us at risk of having to return the money. We are currently seeking an extension from BDC but progress needs to be made and next steps identified/agreed as soon as possible.

18 JULY 2022 035.22) Restoration/replacement of London Road Town Sign – On the motion of Cllr Leslie, seconded by Cllr Smith, it was **RESOLVED** not to replace the second Town Sign, and instead to explore the option of 4 “Welcome to Attleborough” signs, on the 4 main entrances to the town. **ACTION: CLERK UPDATE: 15 AUGUST 2022** - 048.22) After a discussion regarding style and sizes On the motion of Cllr Leslie, seconded by Cllr Bond, it was **RESOLVED** - to approve an indicative design to go to tender to obtain three quotes to present to Full Council. **ACTION: CLERK. 17 OCTOBER 2022** - 062.22) a) To confirm locations – place a sign off A11 by Breckland Lodge, a sign from Old Buckenham at Bunns Bank, a sign on Norwich Road by Decoy Common and a sign off A11 down to traffic lights onto Queens Road, left side but locations maybe subject to change. b) On the motion of Cllr Lane, seconded by Cllr Bond, it was **RESOLVED** for Clerk to obtain three quotes for signs in each size 1.2m and 1.5m **ACTION: CLERK SEPTEMBER 2023** - No further action has been taken since **OCTOBER 2022**. Land ownership and permission to site needs to be explored and agreed on suitably sized areas before this can progress. 037.22) Matters arising from Councillors Walkabout - On the motion of Cllr Leslie, seconded by Cllr Westby it was **RESOLVED** to paint the VE bench black and have it installed at the cemetery. The railings at QS need to be painted. Clerk will investigate whether Norfolk Youth Offending Team may be able to assist. **ACTION: CLERK UPDATE: 15 AUGUST 2022** - 049.22) Awaiting a response, deferred to next meeting. Bus shelters also need attention. **ACTION: CLERK 17 OCTOBER 2022** - 064.22) Railings and Bus Shelters update A meeting had taken place with a Reparation Worker from Norfolk Youth Justice Service and he confirmed on receiving our Risk Assessment he will put a plan in place for painting Queens Square railings. Bus shelters have received attention. **ACTION: CLERK SEPTEMBER 2023** - Postponed pending improvements in the weather, with a suggestion to pick this up in Spring

be added to a future agenda for review and resolution. 079.22) Railings and Bus Shelters update On the motion of Cllr Dale seconded by Cllr Leslie it was **RESOLVED** to request a bin on Maurice Gaymer Road by the letter box. The bin on Connaught road is badly rusted and in need of replacement. **ACTION: CLERK UPDATE: JANUARY 2023** - Cllr Dale queried whether the two bins had been installed, the Clerk confirmed it was on the Groundsman list to do. **SEPTEMBER 2023** - As yet, neither bin has been installed or replaced. **16 JANUARY 2023** 089.22) Use of S106 monies for play area refurbishments & improvements On the motion of Cllr Leslie, seconded by Cllr Westby, it was **RESOLVED** that the Clerk investigate the improvements of play areas using S106 3PL/2011/0398 £46,694.84 and take to full council **ACTION: 2023** but there's been no further correspondence to make these arrangements. This will be reviewed at a future meeting to establish if members would like to proceed by re-engaging the Youth Justice Service, completing the works in-house or obtaining quotes and out-sourcing the works **15 AUGUST 2022** 050.22) Wildflowers at Gaymers– Cllr Taylor will investigate with Breckland Council, deferred to next meeting. More research needed on preparation of ground in areas left as meadow grass currently, more an injection of colour. Cllr Westby and Cllr Taylor will go to Gaymers to obtain estimate on how many seeds needed. **ACTION: TT/AW 051.22)**

Poppies at Decoy Common Survey being carried out at Decoy will give an indication of size and what would be required. **UPDATE: SEPTEMBER 2023** - The wildflowers at Gaymers and poppies at Decoy were first discussed in **August 2022**. In **October 2022** I provided a report with costings for seed per kilo/ half acre and Cllr Westby was going to use the topographical research to identify an area to sow with seed, however we were then told, in **April 2023**, that the Wildlife Trust had advised against planting until they had visited the site. In **June 2023** it was agreed to form a project for the planting at Decoy, which would form part of a wider plan for the area. No progress has been made since June. Seeds now wouldn't be sown until the Spring, or next Autumn, depending on the timescales of engaging the Wildlife Trust and establishing a plan. The wildlife trust will be engaged and a site visit arranged but due to the scale of the project it will likely take time for plans to develop and be implemented. **21 NOVEMBER 2022** 078.22) Update on closed cemetery The Clerk gave an update. It was agreed that a solution should include names of all headstones as there is no way of knowing how long the remaining ones may last. **ACTION: TOWN CLERK UPDATE: SEPTEMBER 2023** - No further action has been taken or designs presented to members. This will also: **TOWN CLERK UPDATE: 17 JULY 2023** - 022.23 A resident wanted to make sure the needs of disabled youngsters were taken into consideration. The Clerk offered to go away and do some additional work to help councillors in their decision of where monies could be spent. **SEPTEMBER 2023**: A decision still hasn't been reached. The spend by date for these monies is **06 JANUARY 2024**. An item will be added to the next full council agenda to consider options and give directions that will enable an application to be made for the funds. **20 FEBRUARY 2023** 0102.22) London Road picnic benches On the motion of Cllr Bond, seconded by Cllr Westby, it was **RESOLVED** to install two new picnic benches at London Road **ACTION: CLERK UPDATE: SEPTEMBER 2023** - Not yet actioned. **13 MARCH 2023** 110.22) Seating at the REC – On the motion of Cllr Leslie, seconded by Cllr Smith, it was **RESOLVED** to install 3 accessible picnic benches, and to visit and explore options for covered seating subject to planning, designs and liaison with the football club. **ACTION: CLERK UPDATE: SEPTEMBER 2023** - Not yet actioned. 112.22) Bin review To refer to future meeting. Clerk has details of the bins we install and maintain but will provide a full breakdown on bins provided by Breckland and emptied by Serco or other contractors. **ACTION: TOWN CLERK UPDATE: SEPTEMBER 2023** - Our administration couldn't find a breakdown or report on record but will collect and present the information to the committee. **17 APRIL 2023** 122.22) Sign for London Road official opening On the motion of Cllr Leslie, seconded by Cllr Smith, it was **RESOLVED** to erect a modest plaque at the Wheelpark and London Road noting the official opening. **UPDATE: SEPTEMBER 2023** - Not yet actioned. An agenda item will be added to a future meeting so that we can consider designs, prices and agree wording. **17 JULY 2023** 016.23) Decoy Common – It was agreed to further explore options for fencing and hedgerows along the A11 and bring back to council. **UPDATE: SEPTEMBER 2023** - Not yet actioned but can be included within the overall project already referenced. 017.23) Cemetery Hedges – On the motion of Cllr T Taylor seconded by Cllr J Ellis it was **RESOLVED** to remove the hedging along the remembrance garden and where possible reuse this to replant the areas along the car park. **UPDATE: 7 AUGUST 2023 (FULL COUNCIL)** - Following correspondence from a resident it was **RESOLVED** – we continue as planned with replanting of car park boundary hedge and postpone planting of other hedge until consultation has taken place. **SEPTEMBER 2023** - Following the meeting no instruction was given for this to be actioned. It has now been brought to attention and will be progressed. 019.23 Queens Square Cinema There is much discussion on this subject, regarding the suitability of the environment committee to approve with no budget. On the motion of Cllr Bond seconded by Cllr S Taylor It was agreed that an EGM would be the most appropriate course of action. **UPDATE: 25 JULY 2023 (EGM)** - On the motion of Cllr S Taylor, seconded by Cllr Wenham, it was **RESOLVED** to withdraw proposal and consider again at a later date. **SEPTEMBER 2023** - There has been no

further action or discussion to date. 021.23 Request from youth club for storage shed. On the motion of Cllr R Bond seconded by Cllr P Leslie it was **RESOLVED** to go ahead with the free storage provision for the youth club. **UPDATE: SEPTEMBER 2023** - Further consideration may be required at a future meeting following discuss with the youth club organisers due to size and scale. **21 AUGUST 2023** 028.23) Repair/Replacement of the bench outside of the Old Post Office– It was reported NCC, Breckland Council, ATC and Post Office did not owned benches. On the motion of Cllr Leslie, seconded by Cllr Bond, it was **RESOLVED** – to find landowner and get their permission to replace benches **UPDATE: SEPTEMBER 2023** - Our administration is still trying to identify the landowner so the works can be completed. 029.23) Re-pointing and repairs to the Church wall – Cllr Westby had produced a very good report and it was decided Option 2 a viable way forward and to include Option 3 On the motion of Cllr Leslie, seconded by Cllr Bond, it was **RESOLVED** – to invite tender for Options 2 & 3 and present to ATC meeting. **UPDATE: 4 SEPTEMBER 2023 (FULL COUNCIL)** After a discussion the Church wall tender was not agreed On the motion of Cllr Westby, seconded by Cllr Ashby, it was **RESOLVED** – The Church Wall tender deferred pending engagement with Conservation Officer and Church Faculty. **ACTION: TOWN CLERK. SEPTEMBER 2023** - Contact has been made with both Breckland Council and the Church Faculty and we are currently awaiting their responses. 031.23 London Road Dog Walk New Fencing Update. **UPDATE: SEPTEMBER 2023** - Quote accepted at Full Council (**04/09/2023**) to re-do the works, which will commence November onwards.

Matters Arising need to be added as an agenda item going forward.

038.23) Carvers Lane Attleborough – POS Adoption –

A discussion took place to consider whether this would be viable cost wise, maintaining play equipment and [£8.50 per square metre Policy DC11] would be an appropriate sum but it does seem a sensible proposition.

Cllr Ellis leaves the meeting

On the motion of Cllr Bond, seconded by Cllr Mackinnon, it was **RESOLVED** – to accept the public open space with the play equipment installed on the basis that the index figure of £8.50 per m2 is proportionate and also the maintenance of attenuation basins and/or water easement issues would not become our responsibly.

039.23 Queens Road Allotments Signage

It was agreed to provide signs saying “No dogs beyond this point” and post some information on social media making public aware.

040.23) Grosvenor Park Allotments –

On the motion of Cllr T Taylor, seconded by Cllr Dale, it was **RESOLVED** – to contact all plot holders asking if they want to reduce plot in size which would decrease their rent.

041.23) Ball-Stop Netting

On a motion of Cllr T Taylor, seconded by Cllr S Taylor, it was **RESOLVED** – to compare some quotes and proceed with purchase for Ball-Stop netting for both MUGAs as long as within Locum Clerks discretionary spend.

042.23 Correspondence

a) Banham Poultry Foul Odour

On the motion of Cllr Dale, seconded by Cllr Wenham, it was

RESOLVED – to make representation to Banham Poultry, Environmental Health Agency, Planning Enforcement and DEFRA

On the motion of Cllr S Taylor, seconded by Cllr Mackinnon, it was **RESOLVED** to suspend Standing Orders

- Resident stated the situation at Banham Poultry also attracted large numbers of Seagulls attracted by the offal
- This will be raised with Breckland Council

043.23) Repair to Tennis Court Fencing Alternative Quote

On the motion of Cllr Dale, seconded by Cllr De Souza, it was

RESOLVED - to accept the alternative quote from KM Services

A discussion took place regarding replacing existing signs at various sites with more professional signage.

044.23) Second Public Participation (10 Minutes)

- Resident from Kent Close requested the MUGA on play area be looked at so it doesn't make so much noise.
- This would be looked at
- Resident queried the amount of resolutions not actioned and possible loss of \$106 monies.

045.23) Items for the next Agenda

Cllr T Taylor would liaise with Town Clerk on most important resolutions from Matters Arising

Meeting Closed 8.10pm



X X 3 Picnic Benches
 □ 1 Commercial Waste Bin
 (Part of Bin Review)

Recreation Ground
 039.21 110.22

6) Min 008.22 (1)



Sharon Smyth

By e-mail to:-
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Date: 7th October 2023
Our Ref: 2219-4212-QUO1

Dear Sharon,

Re Topographic Survey – Land North of Norwich Road, Attleborough

Further to your recent email regarding a quotation for survey works at the above site, please see to follow our price to carry out the survey works as per your plans and requirements:

Topographic Survey

The topographic survey would show all features within the boundary of the property. Features to be shown would include but not be limited to, all buildings, street furniture, site access and all changes of surface. Manholes would be shown with cover level only. Any trees on the site with a trunk diameter above 150mm would be shown, with trunk diameter, canopy size and approximate height. Any adjacent buildings would be shown (nearest flank walls only) with levels to ridges and eaves, subject to lines of sight from site and the public highway. No underground services will be surveyed. The site would be levelled at all points of detail and generally on a 5-10m grid across the site. All levels and coordinates would be related to Ordnance Survey and fixed locally to a Scale Factor of 1.

To provide survey information as requested:
Topographic Survey

£500.00 + VAT

Any additional days outside of the original scope of works will be charged at:

£500.00 + VAT per day
£300.00 + VAT per ½ day

At present we require a 10-14 day lead in period prior to commencing any survey works and we would anticipate approximately 10-14 working days to issue all drawings following completion of site survey works.

All drawings would be produced in AutoCAD 2016, at suitable scales. The digital information would be supplied via email, and if required, a USB stick can be supplied. To help reduce our carbon footprint, paper plots will be available on request only at an additional cost.

Our standard conditions of contract (overleaf) would apply to these works. Should you wish to make any amendments to these, please inform us in writing. Our quotation assumes free and unhindered access to the site at all times. Should you wish to proceed with this quotation, could you please fill out and return the attached Instruction form.

I trust that this meets with your approval, and I look forward to hearing from you in the near future.

Yours sincerely,

A handwritten signature in black ink, which appears to read 'Barry Burrows', is written over a dotted line.

Barry Burrows
Senior Surveyor



BB SURVEYS LTD - CONDITIONS OF CONTRACT 2018

1. For the purpose of these Conditions of Contract, BB Surveys is referred to as 'The Company'.
2. This proposal is valid for a period of 1 month unless stated otherwise.
3. 50% of the site works total will be charged in the event of a confirmed project booking being cancelled within 48 hours of the agreed start date.
4. The proposal is based upon information, plans, maps and reports supplied to The Company by The Client about site conditions and topography. Should these prove to be incorrect, any delay thus caused may be subject to additional costs.
5. Any delivery schedule submitted prior to the award of the contract is given in good faith at the time of submitting the offer and is subject to confirmation upon acceptance of the offer.
6. Where the Client is providing support to the survey parties, either by provision of transport, labour, accommodation or by the issue of data information and this support is delayed or is not of the type or nature agreed, then any delays thus caused to the survey team(s) will be subject to charges at specified day rates.
7. Information or data issued to The Company by The Client is assumed to have been verified before issue. The Company will not carry out any checks on the data unless specifically required to do so by the contract. Any delays caused by erroneous data will be charged for as per our additional rates.
8. Unless specified otherwise, all data information, reports and plans will be issued according to The Company's standard format.
9. Where a proposal is made in terms of a unit rate, or where the nature and size of the survey requirement is specified, the quoted costs and durations are only applicable to that project. Should the quantity of the survey be varied, then the unit rate(s) in the proposal may be subject to revision.
10. Where a survey is required to be undertaken in a different number of phases or to a different time schedule to that stated in the proposal, there may be a revision necessary in the quoted prices.
11. The Client warrants that he has obtained permission of access to carry out the survey over all of the contract area(s).
12. The Client shall report any errors or omissions to The Company within one calendar month from receipt of the completed survey. The Company will then, at its own expense, rectify any omissions or errors in the survey, which are shown to be in excess of the tolerance stated in the specification. The Company shall not, however, be held responsible for any consequential loss, damage or delay arising from any work undertaken by it after this time.
13. The prices quoted are for surveying the detail that exists at the time of the survey team(s) observations. Any development subsequent to this date will be added, if requested, and the cost of the extra work involved will be charged at a rate to be agreed.
14. It has been assumed in calculating the quotations that delays will not be experienced by the survey team(s) due to weather, access on and to site, agreement with others on work to be done, site clearance, demolition, obstructions to the survey by vegetation or buildings, other than that specifically allowed for and, therefore, stated as part of the proposal.
15. The Company shall not be responsible for delays arising due to matters beyond its control.
16. Any estimate of cost is based upon the assumption that the survey will be granted free and unhindered access to all areas of the works and be able to proceed in the most efficient and logical manner possible, allowance has not been made for any delays that may be experienced due to restricted access, or only small sections of the work being required, or that the work is ordered out of sequence, whether chronological or geographical.
17. Any work in addition to that stated in the proposal, will require a written instruction to be issued to the survey team(s), the costs of which will either be at an agreed rate which will be stated in the instructions, or failing this based upon the team day rates for all time involved and for any delays incurred.
18. Unless specifically stated to the contrary, it is assumed that the survey control markers will consist of Mag nails or wooden pegs in soft ground with a Mag nail. Allowance has not been made for any costs involved in installing ground anchors or providing additional referencing or protection.
19. If applicable, The Company shall use a reputable carrier for the delivery of data or plans with such items consigned to a suitable class of service. The Company, however, cannot be held liable for any loss, damage or delay, either to the data or plans whilst in the care of the carrier. The delivery having been effected once the data is consigned to a reputable carrier for delivery to The Client.
20. The Company retains the Copyright of all maps, plans, reports, and data produced under this contract unless otherwise stated.
21. The Company reserves the right to alter the deployment of personnel or equipment on this contract at any time during its tenancy.
22. The Client is responsible for obtaining from the appropriate Government Department all necessary permits, licences, etc., for The Company's unit to undertake the survey and The Company agrees to give every assistance in the submission of the necessary applications.
23. It shall be The Company's responsibility to insure against all risks of loss or damage to the records during transit and at all times during the course of carrying out the contract work save where data or plans have been passed to a reputable carrier.
24. Any customs duties, sales or other taxes payable by The Company or its personnel in respect of the contract work or supplied materials, etc. under contract shall be recharged to The Client.
25. The Company shall not be responsible for failing to perform the obligation hereunder in the event that performance is delayed or frustrated by the following causes: Act of God, war (whether declared or not), civil war, civil commotion riot, legal restraint, Governmental or like interference, sabotage, strikes, lock-outs, labour trouble (all except for those caused by The Company), flood, lightning, droughts, earthquake, fire, explosion, blight, epidemic disease, or any other event or circumstance beyond the control of The Company and/or Client. In the event of this contract being delayed or frustrated by any of the above causes then The Company shall be paid (a) in the case of delay any additional cost incurred by reason thereof or (b) in the case of frustration the cost of all work done up to the date of the frustrating event plus all legal additional costs incurred directly attributable to the early termination of this agreement.
26. Any dispute and/or differences of any kind whatever arising out of the contract which cannot be settled by two arbitrators (one being appointed by each party) shall be referred to an umpire to be agreed upon by the arbitrators. Any such arbitration shall be deemed to be a reference to arbitration under the provision of the Arbitration Act 1950 or any statutory modifications thereof.
27. The Company and The Client shall indemnify the other of them from and against any claims arising out of loss, damage, death and/or injury to their respective personnel, equipment and other property unless due to or directly arising from the negligence or wilful misconduct of the other of them or their personnel notwithstanding that the same are in the others' care custody and control.
28. The Client accepts the terms of this proposal unless notified in writing and all invoices will be delivered to The Client. All invoices shall be payable within 14 days.



BB Surveys – Instruction for Topographic Survey

Please sign and complete this order form at your earliest convenience.

The project can only be started upon receipt of this signed order, by email or by post.

Project Location Land North of Norwich Road, Attleborough	
Quote Number 2219-4212 QUO1	Survey Value Topo £500.00 plus VAT

Signed	Print Name
Company	Date
Additional Comments	

Invoice Address including Contact Name, Email and Telephone

6) MIN 008.22
(2)

LAND SURVEYING
BUILDING SURVEYING
UNDERGROUND SURVEYING
SITE ENGINEERING
MONITORING



Quotation Proposal

Project

Norwich Road
Attleborough, Norfolk NR17 2QA

Client

Attleborough Town Council

Job Number/Revision ID

61998 /0

Date

October 2023

Date: 06/10/2023
Reference: 61998
Issued By: Jon Allison

QUOTATION

**Client Address:**

Attleborough Town Council
Town Hall
Queens Square
Attleborough, Norfolk NR17 2AF

Site Address:

Norwich Road
Attleborough, Norfolk NR17 2QA

Billing Address:

Attleborough Town Council
Town Hall
Queens Square
Attleborough
NR17 2AF
Norfolk

Further to your recent enquiry, dated 06 Oct, 2023, we are pleased to have the opportunity of providing a fee estimate for undertaking a survey at the above project.

We understand the scope of works to be a topographical survey of the area as coloured green on the plan you provided.

The project will be surveyed in accordance with our version of the Royal Institution of Chartered Surveyors (RICS) specification for Measured Surveys of Land, Buildings and Utilities, drawn to a suitable scale.

Having not had the opportunity to visit the site, please see our below fixed fee, which is exclusive of VAT, valid for 30 days and subject to the terms and conditions attached.

Service	Description	Price
Topographical Survey		£750.00

You may also be interested in the following services which we can provide for this project:

- [Hydrographical surveys](#)
- [Mobile mapping](#)
- [Concrete & rebar scans](#)
- [Boundary surveys](#)
- [Structural monitoring](#)
- [Sewer maintenance](#)
- [Site investigations](#)
- [BIM & Revit modelling](#)
- [Asset tagging](#)

At the time of writing, we have a lead-in for new projects of **1 week(s)** from receipt of written acceptance.

Survey Solutions are pleased to provide up to £5 million professional indemnity insurance as standard, for all quotations issued.

We trust that the above meets with your approval and if we can be of any further assistance or if you would like to discuss any of the aspects raised, please do not hesitate to contact us.

Kind regards,

Jon Allison

Survey Manager
jon.allison@survey-solutions.co.uk
07399 662091
01603 757677
www.survey-solutions.co.uk

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply to these terms and conditions (Conditions).

Company: any company, partnership, corporation, or other body corporate, wherever and however incorporated or established.

Confidential Information: Information that is proprietary or confidential to either party and is either clearly labelled as such and includes any subordinate information or is by its nature intended to be exclusively for the knowledge of the recipient alone.

Consumer: an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

Contract: The Customer's purchase order and the Supplier's acceptance of it, or the Customer's acceptance of a quotation for Services by the Supplier under condition 2.2.

Customer: the person, firm or company who purchases Services from the Supplier.

Customer's Equipment: any equipment, systems, cabling, or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Deliverables: all survey results and associated Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services, including computer programs, data, reports and specifications as specified or referred to in the Services specification. **Document:** includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

In-put Material: all Documents, information and materials provided by the Customer relating to the Services including (without limitation), computer programs, data, reports and specifications as may be required of the Customer at the request of the Supplier from time to time.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to the Services, which existed prior to the commencement of the Contract including computer programs, data, reports, and specifications.

Services: the services to be provided by the Supplier under the Contract as set out or referred to in the Services specification by the Supplier together with any other services which the Supplier agrees to provide, to the Customer.

Site: the construction site or other location where the Services are to be provided by the Supplier under the Contract.

Supplier: Land Survey Solutions Limited trading as Survey Solutions.

Supplier's Equipment: any equipment, including tools, systems, cabling, or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment legislation for the time being in force made under it.

1.5 A reference to writing or written includes faxes and e-mail.

1.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. APPLICATION OF CONDITIONS AND AUTHORISED SIGNATORY

2.1 These Conditions shall:

(a) apply to and be incorporated into the Contract; and

(b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 The Supplier's acceptance of the Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Supplier, constitutes the Contract for the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than: (a) by a written acknowledgement issued and executed by the Supplier; or

(b) (if earlier) by the Supplier starting to provide the Services, when a contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

2.4 Any notice, consent or other authorization required under these Conditions shall only be binding on the Supplier if it is signed by a director of the Supplier.

3. COMMENCEMENT AND DURATION

The Services supplied under the Contract shall be provided by the Supplier to the Customer on such date and for such time as the parties shall agree in writing (the Supplier having conducted an inspection of the Site beforehand, should the Supplier so reasonably require).

4. SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall:

(a) where the Customer is a Company, use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Customer, in all material respects; but, (b) where the Customer is a Consumer, provide the Services to the Customer with reasonable care and skill and shall provide the Deliverables to the Customer, in all material respects.

4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Services, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. For clarity, where the Customer is a Consumer, the Supplier shall provide the Services within a reasonable time of any specific performance dates specified in the Services.

4.3 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply to the Site and that have been communicated to it under condition 5.1(e), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

- 4.4 The Supplier shall carry out the Services between the hours of 9.00 am to 5.00 pm Monday to Friday (excluding public holidays) except where the Customer requires the Supplier to work outside of these hours at such additional cost, as the parties shall agree.
- 4.5 Service utilities and drainage pipework may be suitably marked on the ground by the Supplier to enable later identification, by means of coloured spray paint. Unless by prior arrangement, spray markings shall not be removed from the site by the Supplier. Client to advise the Supplier in advance of visiting site should spray markings not be acceptable as this may incur additional time required on site.
- 4.6 The Supplier shall not lift damaged or broken service covers, or service covers in the highway, where in the opinion of the Supplier such covers cannot be replaced safely or without risk to health and safety. Where such covers require to be lifted in order for the Services to be completed, any additional resources such as, but not limited to, a traffic management system, will be required and the cost borne by the Customer. In the event that a revisit is required by the Supplier an additional fee will apply. **UNDERGROUND AND SUB-SURFACE INVESTIGATIONS AND CCTV DRAINAGE SURVEYS**
- 4.7 For the purposes of Services that require underground and sub-surface investigation and CCTV drainage surveys:
- (a) The Supplier shall use all reasonable techniques including electromagnetic or ground penetrating radar and such other equipment as required by the Customer, subject to appropriate training (but not trial excavations unless specifically agreed) of the area of the Site that is to be investigated. The use of equipment will be affected by the conditions of the Site. Dense or multiple layering of reinforcement barring may prevent signal penetration as will wet or dense clay or saline strata.
- Such techniques may therefore not be conclusive, and the Customer is deemed to accept the Services in that knowledge.
- (b) The Supplier shall use its reasonable endeavours to locate and track underground and sub-surface details and services but any evidence in the possession of the Supplier or otherwise supplied to the Supplier that shows such services are recorded but nevertheless physically undetectable will be plotted and annotated on the Supplier's final survey plans as part of the Services.
- (c) Any underground and sub-surface details and services that are located will be identified on the survey plans with reference to measurements from adjacent features. Where depth estimations are requested by the Customer, these will be supplied on the understanding that the Customer acknowledges that such depth estimations will be for guidance only.
- (d) Sewer connectivity will be investigated by reference to records where supplied and by visual and audible means. Electronic tracing is an additional service and will only be undertaken by prior arrangement and at additional cost.
- (e) The Supplier may at its discretion provide a guidance note on electromagnetic and ground penetrating radar to the Customer for information purposes only on the understanding that it is only for guidance and will not form any part of the rights and obligations of the parties under the Contract. **UAV DRONE IMAGERY SURVEYS**
- 4.8 For the purposes of Services which comprise UAV drone imagery surveys, the Customer is hereby notified that UAV drone flights are susceptible to cancellation due to adverse weather conditions and where a UAV drone imagery survey must, in the Supplier's sole opinion, be postponed or delayed due to adverse weather conditions, the parties shall cooperate to determine an appropriate alternative appointment for completion of the UAV drone imagery survey.
- 5. CUSTOMER'S OBLIGATIONS**
- 5.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services and inform the Supplier whether it must allow for any confined space entry, high pressure water jetting or pre-cleansing which will be required as part of the Services;
- (b) provide the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Site as well as access to any other property and land (including any access required to property and land owned by third parties) reasonably required by the Supplier to conduct the Services; (c) provide to the Supplier, in a timely manner, such In-put Material including relevant Data and other information as the Supplier may require and ensure that it is accurate in all material respects;
- (d) be responsible (at its own cost) for preparing the Site to enable the Services to be conducted, including identifying, monitoring, removing and disposing of any hazardous materials as the Supplier may require in accordance with all applicable laws, before and during the supply of the Services, and informing the Supplier of all of the Customer's obligations and actions under this condition 5.1(d);
- (e) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Site;
- (f) ensure that all Customer's Equipment (where it is required by the Supplier) is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
- (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Site or other premises as may be required under condition 5.1(b), before the date on which the Services are to start;
- (h) where required by the Supplier to keep and maintain the Supplier's Equipment in accordance with the Supplier's instructions as notified to the Customer, and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation; and
- (i) pay for the attendance of any local authority personnel or other representatives who may attend the Site or otherwise become involved in any aspect of the Services on their own behalf.
- 5.2 In providing the Services, if the Supplier comes across any areas that are inaccessible or access is denied to the Supplier or otherwise, in the Supplier's reasonable opinion present a risk to health and safety, any Services relating to such areas shall be excluded from the Services and annotated accordingly on the Supplier's final survey plans.
- 5.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees (including prevention of access under condition 5.2) or failure by the Customer to perform any relevant obligation, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer's default.
- 5.4 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier whether for any revisits to the survey site or otherwise (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.
- 5.5 The Customer shall take out and maintain adequate insurance cover in respect of its risks and liabilities under the terms of the Contract and provide copies of such insurance policies and evidence of the payment of premiums under such policies as the Supplier shall reasonably demand. The Customer shall not do or omit or suffer to be done or omitted any act, matter or thing whatsoever to make void or voidable such policies of insurance.

6. **NON-SOLICITATION**

- 6.1 The Customer shall not, without the prior written consent of the Supplier, at any time from the commencement of the Contract to the expiry of 6 months after the termination or expiry of the Contract, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.
- 6.2 Any consent given by the Supplier in accordance with condition 6.1 shall be subject to the Customer paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor (if applicable, extrapolated for a full time role) or, if higher, 20% of the annual remuneration (assumed to be a full time role) to be paid by the Customer to that employee, consultant or subcontractor.

7. **CHARGES AND PAYMENT**

- 7.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in the Contract together with any agreed additional charges resulting from an agreed variation of the Services under the Contract.
- 7.2 All charges quoted to the Customer shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate and the Customer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.3 The Supplier may increase the charges as set out in the Contract on an annual basis with effect from each anniversary of the commencement of the Contract in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the commencement of the Contract and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 7.4 The Supplier shall invoice the Customer in advance of completion of the Services, on completion of the Services, monthly through the course of the Services or at such other intervals as the Supplier shall otherwise determine and notify the Customer.
- 7.5 Subject to condition 11.2, the Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 7 days of receipt.
- 7.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
(a) charge interest on such sum from the due date for payment at the monthly rate of 2% above the base lending rate from time to time of National Westminster Bank plc, accruing on a daily basis and being compounded until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and (b) suspend all Services until payment has been made in full.
- 7.7 Time for payment shall be of the essence of the Contract.
- 7.8 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This condition 7.8 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 7.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

8. **CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**

- 8.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.
- 8.2 The Customer may disclose such information:
(a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
(b) as may be required by law, court order or any governmental or regulatory authority.
- 8.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 8.
- 8.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.
- 8.5 Unless the Supplier otherwise determines, all materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer (including Pre-existing Materials and the Supplier's Equipment) shall, at all times, be and remain as between the Supplier and the Customer the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

9. **LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

- 9.1 This condition 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
(a) any breach of the Contract;
(b) any use made by the Customer of the Services, the Deliverables or any part of them; and
(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.3 Nothing in these Terms and Conditions limits or excludes the liability of the Supplier:
(a) for death or personal injury resulting from negligence; or
(b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier; or (c) breach of the following implied terms:
(i) where the Customer is a Company, section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) only; but,
(ii) where the Customer is a Consumer, sections 2, 3 and 4 of the Supply of Goods and Services Act 1982 (title and quiet possession, correspondence with description, quality and fitness); or
(d) where the Customer is a Consumer, for non-compliance of the Services with pre-contractual information provided by the Supplier to the Customer.
- 9.4 Subject to condition 9.2 and condition 9.3:
(a) the Supplier shall not be liable for:
(i) damage to the ground caused as a result of gaining access or egress with a survey vehicle; or
(ii) damage to pipe work directly or indirectly as a consequence of any CCTV or jetting process; or (iii) loss of use; or
(iv) loss of corruption of data or information; or

- (v) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the greater of:
 - (i) £250,000; or
 - (ii) the price paid by the Customer to the Supplier for the Services.

9.5 This condition 9 shall survive termination of the Contract.

10. CONSUMER REMEDIES - THIS CLAUSE 10 ONLY APPLIES WHERE THE CUSTOMER IS A CONSUMER

- 10.1 Where the Customer is a Consumer, if, in the reasonable opinion of both parties, the Supplier has not provided the Services:
- (a) with reasonable care and skill; or
 - (b) in accordance with the pre-contractual information relating to performance of the Services provided by the Supplier to the Customer;
- then the Customer can require the Supplier, within a reasonable timeframe (being not more than 90 days after the date on which the Services were originally performed), at the Supplier's cost and without significant inconvenience to the Customer, to re-perform that part of the Services as necessary to ensure the Services are carried out with reasonable care and skill or accord with the pre-contractual information relating to the performance of the Services.
- 10.2 Where the Supplier is unable to re-perform the Services in accordance with clause 10.1, Customer has a right to request a reduction in the charges paid or payable by the Customer to the Supplier. Such a reduction shall be determined by the parties acting reasonably and shall reflect the difference in value between what the Customer paid to receive and what was actually received. Where necessary, the Supplier may provide the Customer with a refund of the difference between the original charge and the reduced charge. Any price reduction and refund, if appropriate, must be provided to the Customer within 14 days of the Supplier agreeing that the Customer is entitled to the same.
- 10.3 Where, in the reasonable opinion of both parties, the Supplier's performance was not provided in accordance with other pre-contractual information not relating to the performance of the Services, the Customer shall be entitled to a reduction in the charges only and shall not be entitled to re-performance of the Services. Such a reduction shall be determined by the parties acting reasonably.

11. DATA PROTECTION

- 11.1 For the purposes of this clause 11, the following definitions shall apply:
- (a) "Controller", "Data Subject", "Personal Data", "Processor" and "appropriate technical and organisational measures" shall all have the meanings as given to them in the Data Protection Legislation;
 - (b) "Data Protection Legislation" means all applicable privacy and data protection laws, including the EU General Data Protection Regulation (Regulation 2016/679) (the "GDPR"), the Data Protection Act 2018 and any applicable national implementing laws, regulations and secondary legislation in Ireland relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);
 - (c) "Data Subject Request" means a Data Subject request to access, correct, amend, transfer or delete that person's Personal Data consistent with that person's rights under the Data Protection Legislation;
- 11.2 Although the parties acknowledge that the Data Protection Legislation ultimately determines status, the parties are of the view that they shall each be Controllers in respect of Personal Data they receive pursuant to this Contract. Each party shall comply with the applicable Data Protection Legislation in force from time to time, along with the provisions of this clause 11, as applicable.
- 11.3 Both parties shall take such appropriate technical and organisational measures against unauthorised or unlawful Processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to each party in their capacity as Data Controllers.
- 11.4 Each party agrees to maintain a notification with the appropriate regulatory authority (in the UK that of the Information Commissioner's Office) to the extent required under the Data Protection Legislation.
- 11.5 Each party shall inform the other party as soon as may be practicable in the event of an unauthorised or unlawful Processing of Personal Data solely in relation to Personal Data which has been provided by one party to another under this Contract.
- 11.6 Each party shall promptly notify the other party where a Data Subject exercises their right under the Data Protection Legislation, and that party shall use its reasonable endeavours to cooperate as requested by the relevant party to comply with the obligations which arise as a result of the exercise of such rights by the Data Subject.

12. TERMINATION

- 12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
 - (b) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
 - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
 - (g) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
 - (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 12.1(c) to condition 12.1(i) (inclusive); or

(k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

12.2 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest;
- (b) in the case of termination by the Supplier in accordance with these conditions where no invoice has been submitted, the Supplier may submit an invoice to the Customer which shall be payable immediately on receipt, regardless of whether such Services have been supplied;
- (c) in the case of termination by the Customer prior to the commencement of the Services, the Supplier may submit an invoice to the Customer for all costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses or loss of profit) arising directly or indirectly from the Contract which shall be payable immediately on receipt. Where the Customer is a Consumer, such invoice must be for reasonable costs, charges or losses only;
- (d) the Customer shall return all of the Supplier's Equipment, Pre-existing Materials and any Deliverables required by the Supplier; and
- (e) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

12.3 On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect:

- (a) condition 8;
- (b) condition 9;
- (c) condition 10; and
- (d) condition 22.

13. **FORCE MAJEURE**

- 13.1 The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) breakdown of equipment or delivery vehicles, inability to obtain sufficient labour, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, epidemic or pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 13.2 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

14. **VARIATION**

- 14.1 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.
- 14.2 Subject to condition 14.1, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

15. **WAIVER**

A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

16. **SEVERANCE**

If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

17. **ENTIRE AGREEMENT**

Where the Customer is a Company, this Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Where the Customer is a Consumer, this Contract, together with any pre-contract information provided by the Supplier to the Customer, constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

18. **ASSIGNMENT**

- 18.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract (which for the avoidance of doubt shall include assignment of the benefit of any of the Deliverables).
- 18.2 The Supplier may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 18.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

19. **NO PARTNERSHIP OR AGENCY**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

20. **RIGHTS OF THIRD PARTIES**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

21. **NOTICES**

Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery to the other party. Any notice shall be deemed to have been duly received if delivered personally or if sent by prepaid first-class post or recorded delivery on the second business day after posting.

22. **GOVERNING LAW AND JURISDICTION**

The Contract, and any dispute or claim arising out of or in connection with it, shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

6) MIN 008.22

(3)

Dear Sharon,

Thank you for your emailed enquiry dated Friday, October 6, 2023

Based on a review of your requirements for a Topographical Survey of land North of Norwich Road, Attleborough we would be pleased to assist you and provide our survey specification with cost estimate for your approval.

Plandescil Topographical Survey Specification

Survey Control,

Survey to be recorded to Ordnance Survey derived GPS level datum and grid, OSGB32(36) translated from ETRS89 and using OSGM15 and OSTN15 models

- Levels on control stations stated to three decimal places, site levels to two decimal places.
- Grid lines shown at 100m intervals.
- Contours shown at 0.5m intervals if appropriate.

Survey Detail

- Levels taken between 1m and 20m intervals. Levels to be more concentrated around depressions, raised areas and immediate changes surface level.
- Fence boundaries recording type and heights or top levels.
- Hedge positions recorded by footprint and noting heights to level datum along its length at various positions.
- Buildings and structures measured by footprint recording levels at main corners. Eaves and ridge levels recorded to all main buildings. Adjacent building ridge, eave and window levels recorded.
- Constructed surfaces and their extent recorded and type noted including manholes, gullies, slot drains and all visible utility covers / poles etc. We have not allowed for lifting manhole sewer covers. Services that are obscured by equipment, vehicles or overgrowth may be missed in our survey although every effort will be taken to record all covers and overhead lines. Plandescil can provide an additional Utilities Survey using GPR, CAT, CCTV and Sonar detection equipment to track and plot the position of below ground drainage and services. Survey results are plotted over the Topographical Survey and can be quoted separately if required.
- Mature trees recorded by position of trunk and average canopy spread (150mm dia minimum tree trunk). Levels recorded at trunk base and top of tree canopy to main trees. Dense tree planting or overgrowth recorded by its extents and general height. Species of trees are not recorded.

Client specifications and requirements

- Survey of land defined by green hatched area on plan provided by the client and copied below as reference.
- Aerial drone photography of the site and the surrounding area to support the survey subject to suitable weather conditions on the day of survey, service provided free of charge.



Drawing Specifications.

- Drawings issued in AutoCAD dwg format and Adobe Acrobat pdf.
- Drawings supported by a record of site photographs if required, please advise.
- AutoCAD drawings issued where one drawing unit equals 1 metre. Drawings to be set on Ordnance Survey grid and level coordinates.
- Survey to be merged with Ordnance Survey Sitemap digital mapping, used as background detail and Location Plan
- Topographical survey drawings to be issued at a scale of 1:250 in paper space / model space format

Topographical Survey Costs

We estimate our costs to carry out the works in accordance with our Topographical Survey Specification to be **£600+VAT**, based on the time required on site to complete the works and our standard hourly rates, which we attach for your information. It is assumed the site is clear and accessible for surveyors, areas that cannot be reasonably accessed will be noted accordingly on the drawing. Should our surveyors require a subsequent visit to complete the survey due to obstruction additional costs will be confirmed with the client.

Ordnance Survey mapping costs

Plandescil site measured survey to be merged with Ordnance Survey Mastermap Data to include detail outside of the surveyed area providing reference non-site surveyed digital mapping. Cost to supply approximately **£30+VAT** (provides 1 Year Licence) subject to confirmation of area. The order of Ordnance Survey mapping is not necessary addition to the work we propose to carry out but we would strongly advise this purchase as it supports the off site adjacent detail we would record such as roof and window levels of adjacent buildings. We also use the mapping to provide a location plan on the survey

Timescales and Availability.

Currently we require a weeks lead in from instruction before attending site. We anticipate surveyors being on site for one day to carry out all surveying. Issue of the CAD drawings via email within three to five working days of our visit.

We trust our estimate meets with your approval, should you have any queries please do not hesitate to call or email

Kind regards

Carl Jenkins MRICS, MCInstCES, MICE

Director – Surveying

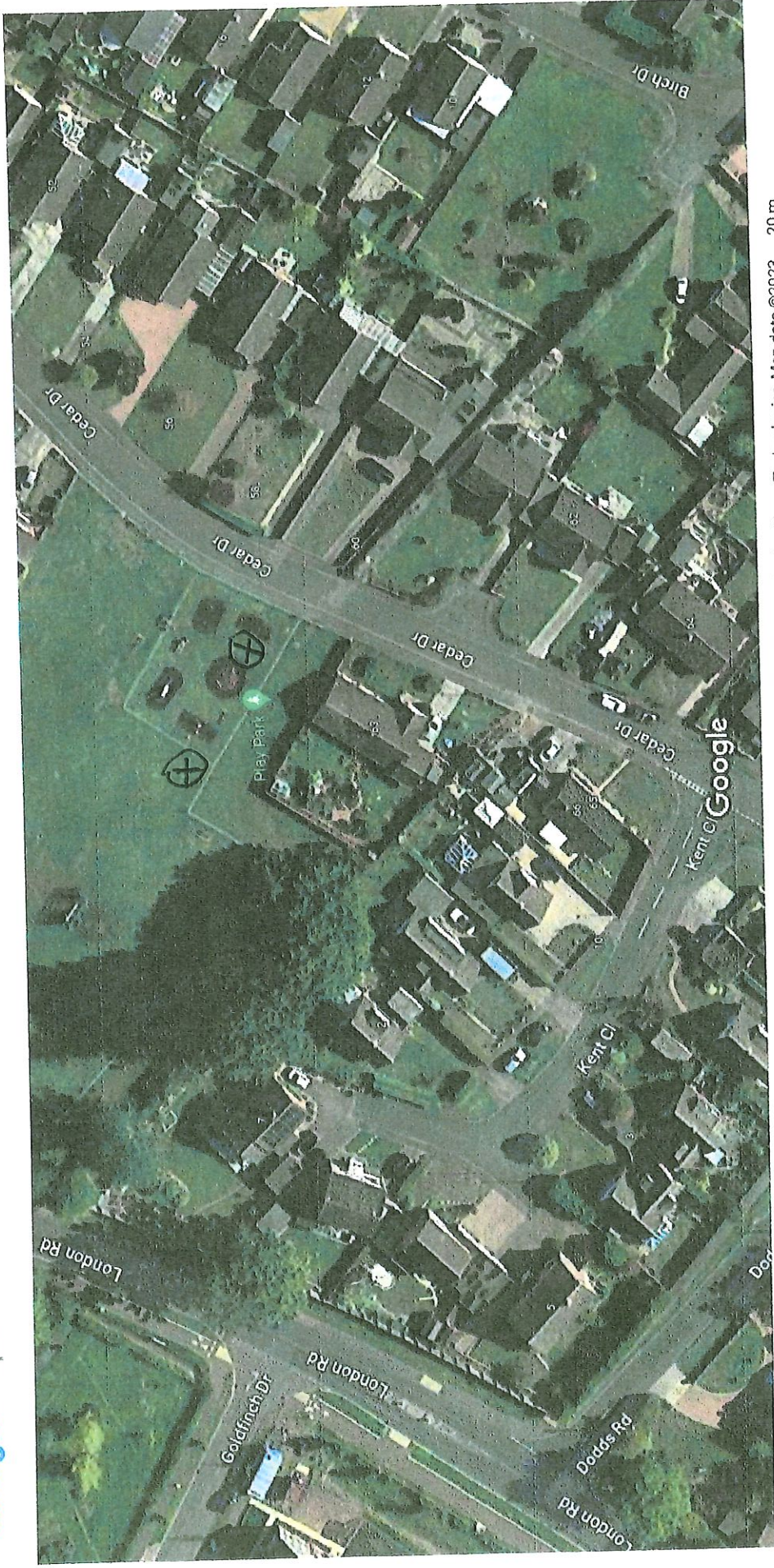
Tel 01953 452001

Mob 07771 892761

plandescil
consulting engineers

6) MIN 102.22

Google Maps Cedar Dr



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2 No. (X) Picnic Benches 102.22
London Road

creating a better place
for people and wildlife



Sharon Smyth
Locum Town Clerk
Attleborough Town Council
townclerk@attleboroughtc.org.uk

Our ref: AMC/2023/18285

Date: 6 October 2023

Dear Ms Smyth,

Banham Poultry – Attleborough – Foul Odours

Thank you for your email of 26 September 2023.

Firstly, please accept my apologies for the delay in our response to your email. The investigating officer has been unable to respond until now. I understand that he has contacted you on 6 October 2023 to clarify some of the aspects of the email you sent.

You raise important issues that I will answer below but I will also enclose the latest community briefing note for your information. We delivered this document to the Community Liaison Group on 4 October 2023.

Banham Community Liaison Group

This forum has representatives from the Banham's; Breckland Environment Health; local residents and councillors who represent the local authority and county. The Agency is committed to attending these meetings throughout the site development project so that we can validate Banham's actions and confirm environmental performance at both the Station Road and Bunn's Bank permitted sites.

Summer Odour Complainants

We are aware of the complaints from both the Station Road and Bunns Bank Site. As you will read in the briefing note enclosed, we have substantiated a number of failures at the site that has resulted in at least two serious non-compliances of their permit over the summer. We are currently investigating the failure of the Parson's Odour Scrubber and enforcing it's return to service in a timely manner.

It is disappointing that despite a change in management and significant capital investment that these events have disrupted the enjoyment of Attleborough residents' but please be reassured that Banham's are taking appropriate measures to ensure that the lairage odour will be reduced within 12 months.

How to Report Odour and Noise Nuisance

Turning to who to report to we have a clear instruction on this which Breckland have agreed provides the most efficient resolution of issues where possible.

Residents should report to the company in the first instance. Banham have a legal obligation to log and track reports and notify the Environment Agency when a non-compliance has occurred.

Although Breckland Local Authority are responsible for statutory nuisance, such as noise and odour, it is our responsibility to investigate, and enforce, when the source is from a permitted site.

Iceni House, Cobham Road, Ipswich, Suffolk, IP3 9JD

customer service line 03708 506 506

[gov.uk/environment-agency](https://www.gov.uk/environment-agency)

creating a better place
for people and wildlife



Where members of the public prefer not to report to the company, for whatever reason, the Environment Agency can be contacted. These calls will be logged, anonymised, and passed to the company for investigation.

Please be aware that this approach can delay the response and it will not allow individual feedback. Progress reports, including actions from substantiated complaints, will be provided at the regular liaison group meeting.

Progress by Banham since Prosecution

The prosecution resulted in an agreed odour management plan with many of the actions completed or in the advance stage of completion. The substantive project to improve the odours from the lairage has required a significant amount of assessment, modelling and design work to be completed. We have been given reassurance that this will be completed within the next 12 months. Where delays to this timescale become unreasonable, we will intervene using appropriate enforcement responses.

Compliance and Enforcement

Although the summer has been disappointing due to several abnormal events that should have been avoided, we don't at this stage consider it to be indicative of broader failure to control and manage odours, and noise, at the site. We will continue to monitor that situation. We do encourage the attendance of representatives at the quarterly community liaison meetings at this is a forum where feedback can be provided, plans discussed, and our enforcement and compliance approach explained and scrutinised.

I trust this has answered the matters raised to your satisfaction. If I can be of further help in this, please contact me.

If you require further details concerning the Environment Agency's complaints procedure and service commitment standards, more information is available on our website at:
<https://www.gov.uk/government/organisations/environment-agency/about/complaints-procedure>

If you are unhappy with this response and wish to escalate your concern, you can do this by contacting our complaints co-ordinator on:

AreaManagerCorrespondence.EastAnglia@environment-agency.gov.uk, by calling 0203 02 55472 or writing to Environment Agency, Icen House, Cobham Road, Ipswich, Suffolk, IP3 9JD.

Please ensure you include an explanation for your reason for escalation and which aspects you would like further clarification on.

Yours sincerely



Installations Team Leader

Icen House, Cobham Road, Ipswich, Suffolk, IP3 9JD
customer service line 03708 506 506
gov.uk/environment-agency

Banham Poultry, Attleborough - Environment Agency Update – 4 October 2023

Summary of Information Provided to Community Liaison Meeting – Town Hall, Attleborough

Background

The company has two permits to operate their operations in Attleborough. The Station Road site has a permit to operate an abattoir and the Bunns Bank site a permit to operate an effluent treatment plant. In late 2022, following years of underinvestment, and deterioration in operational control of the environment, the Environment Agency successfully prosecuted the owners for failures to control odour. Following a change of management team progress has been made to resolve the historical issues at the site.

Odour Complaints since last liaison meeting

These increased throughout the summer with over 50 reports logged with the Environment Agency between 1 June and 30 September relating to the Station Road site. Complaints at Bunns Bank have also increased.

Most of these complaints are considered to be associated with the lairage which an agreed improvement plan is being progressed. The Agency are expecting the re-development to be completed in the next 12 months.

Plant Failures and Compliance Assessment

A smaller percentage of odours are likely to be associated with infrequent abnormal events at the site. We were made aware of all of these by Banham through legally required permit non-compliance notifications. One related to poor management of a refrigeration project which resulted in uncontained effluent and an associated offensive odour. We have assessed this as a Category 2 score within our Common Classification Scheme (CCS) [ranked 1 (very serious) to 4 (administrative)] of a permit condition breach and have required that improvements to 'change management' and community communications is implemented before wider site development commences.

Parson Odour Scrubber

More recently, in late August, we were informed of the failure of the Parsons Odour Scrubber. We still investigating the background to this failure but have initially assessed as a Category 2 non-compliance given that odour abatement is an operating technique required by the permit. Our enforcement response will be dictated by Banham's approach to resolving in a reasonable timely manner.

Odour Assessment

The company continues to assess all complaints to determine whether there is an abnormal activity occurring. The Environment Agency reviews and assesses their work but also complete our own independent assessments to substantiate these against known deficiencies at the factory, such as the lairage, and/or plant failures, such as the Parson Odour Scrubber failure. These have been helpful in substantiating plant failures and confirming the need for completing the lairage improvement project.

Compliance Progress and Enforcement

The company was making good progress and the 2023 summer failures, along with the need to complete the lairage improvements is not, at this stage, considered to be indicative of a broader failure

to control and manage odours at the site. We continue to monitor that position.

It is disappointing that a number of these failures occurred across the summer when the local community were not expecting to be disrupted by noise and odour from the factory. We have, and will continue to take, enforcement action which is both proportionate to the permit breach but also ensures that long-term investment is made to prevent reoccurrence.

The challenge remains that both Attleborough locations require significant investment to meet future regulatory requirements and that will need changes to the design and build as dictated by United Kingdom Best Available Techniques (UK BAT) for Abattoirs and Slaughterhouses.

Bunns Bank Effluent Treatment Plant

The Bunns Bank is an integral part of the Station Road operations but is compliance assessed, and enforced, as a separate activity by the Environment Agency.

With the development of a significant amount of residential property around the site the company will have to invest more mitigation measures to control odour to minimise impact off-site.

The 2023 summer saw an increase in complaint from new properties nearby and the company has agreed to complete a BAT Odour Review to establish measures that can be implemented in the short to medium term. In the longer term the company's strategic plans on managing effluent treatment will also need to take into account energy efficiency, climate change risks and improved standards for monitoring and releasing discharges.

Inspections and Audits

We continue to complete programmed and unannounced inspections focussing on topics that will improve the pollution control and prevention aspects of Banham's management systems that are required by the permit to operate.

Odour Reporting and Feedback

- We encourage reporting to Banham in the first instance. They can investigate and establish any abnormal activities that may be contributing to off-site odours and resolve quickly.
- Banham are legally obliged to log and track reports and notify the Environment Agency where a permit non-compliance has occurred.
- Complaints to Breckland Local Authority will be passed to both us and Banham but that may delay investigation and resolution of an event that needs immediate action.
- Any reports to the Environment Agency are logged and assessed but no feedback is provided.
- A summary of our interventions, compliance assessment and enforcement action will be provided through these quarterly feedback meetings, and summary documents such as this.
- The last resort enforcement action is going to court for judgement, in most cases other enforcement responses are considered appropriate and proportionate. That will be dictated by our Enforcement and Civil Sanctions Policy.

Anne Willett

From: Attleborough Clerk
Sent: 09 October 2023 09:09
To: Anne Willett; Taila Taylor; Edward Tyrer
Subject: FW: AMC/2023/18285 Banham Poultry - Attleborough (foul odours)
Attachments: BPL Briefing_04_10_2023.pdf; 18285 2023 10 06 reply.pdf

Hi all,

Received this on Friday.

I will share this with all Councillors and then it can be publicly reported at the Environment Committee meeting next week.

Anne can you include this in the papers please?

Kind regards,

Sharon.

From: Area Manager Correspondence, East Anglia <AreaManagerCorrespondence.EastAnglia@environment-agency.gov.uk>

Sent: 06 October 2023 13:44

To: Attleborough Clerk <townclerk@attleboroughtc.org.uk>

Subject: RE: AMC/2023/18285 Banham Poultry - Attleborough (foul odours)

Dear Ms Smyth,


Thank you for your email of 26 September 2023.

Please find attached our reply for your information.

Further details concerning the Environment Agency's complaints procedure and service commitment standards are available on our website at: <https://www.gov.uk/government/organisations/environment-agency/about/complaints-procedure>

If you have any further questions or concerns, please do not hesitate to get in touch.

Kind Regards


Customers & Engagement Officer

Customers & Engagement Team

East Anglia Area

Environment Agency, Bromholme Lane, Brampton, Huntingdon, Cambs. PE28 4NE

☎ External Tel: 02030 251938

areamanagercorrespondence.eastanglia@environment-agency.gov.uk

From: Attleborough Clerk <townclerk@attleboroughtc.org.uk>

Sent: 02 October 2023 11:30

To: Incident Communication Service <incident_communication_service@environment-agency.gov.uk>

Subject: FW: Banham Poultry - Attleborough (foul odours)

You don't often get email from townclerk@attleboroughtc.org.uk. [Learn why this is important](#)

From: Attleborough Clerk

Sent: 26 September 2023 16:51

To: 'enquiries@environment-agency.gov.uk' <enquiries@environment-agency.gov.uk>

Subject: Banham Poultry - Attleborough (foul odours)

Dear Sir or Madam,

I am writing on behalf of Attleborough residents and the Town Council to lodge a formal complaint about foul odours emanating from the Banham Poultry site.

I would very much appreciate it is an officer from the Environment Agency could make contact with me so that I can elaborate and highlight the issues that residents are reporting.

I refer specifically to a recent Town Council meeting dated 18th September, whereby a number of residents attended and urged the Town Council to make representations to you.

The issues reported were that residents are unable to enjoy their gardens due to a foul stench which they say resembles rotting flesh.

Cllr Ashby has contacted Breckland Council (as have other residents) but all have been directed to the Environment Agency who they say are responsible for investigating.

I understand that in recent years Banham Poultry received a £300,000 fine for not allowing foul odour to invade the town. We would like to know if, after that substantial fine of £300,000, any conditions were imposed that perhaps Banham Poultry Ltd. may not now be adhering to?

Some residents say that they had used your hotline to complain but as I understand it, have not had any responses.

Clearly residents are extremely concerned and angry that the foul odour issue has returned. I have attached one such very recent email from an irate resident.

I look forward to receiving contact from an officer in due course. We have our next meeting on 2nd October and so it would be good if we could have contact before then.

NB.

Please see the public participation minute item from the last Council Environment Committee Meeting on 18th September:

035.23) Public Participation –

- Resident spoke regarding Banham Poultry odour and even after a £300,000 fine nothing had changed.
- Cllr T Taylor informed resident Cllrs and District Cllrs were representatives on outside body, the next meeting being held 4th October 2023. There is an awareness regarding foul odour and noise complaints. Cllr Ashby had emailed twice regarding this situation. The Clerk would explore discussions with enforcement and check whether last fine had conditions imposed.
- On the motion of Cllr Dale, seconded by Cllr Wenham, it was
- **RESOLVED** – to make representation to Banham Poultry, Environmental Health Agency, Planning Enforcement and DEFRA

Kind regards,
Sharon Smyth

Sharon Smyth
Locum Town Clerk

Attleborough Town Council
Town Hall
Queens Square
Attleborough
Norfolk
NR17 2AF

Email: townclerk@attleboroughtc.org.uk
www.attleboroughtc.org.uk
01953 456194

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10 a)

Grosvenor Park Allotments

Good Evening Paula,

I was just emailing, randomly, regarding dogs at Grosvenor park Allotments. I was talking to a few people this weekend and there were quite a few people who would like to have their dog with them, there was a post recently on social media from one of the local animal companies about being allowed dogs on the allotment site here which seemed to have A LOT of support.

I know the general rules in our tenancy say we are not allowed (which is fine it's what we signed) but is there a way that this could be reviewed? Could the council ask the holders perhaps and look at a majority and support that stance? Obvious strict rules about leads and not venturing on to other plots would be appropriate, but ultimately, it's no different to the deer / rabbits that roam free overnight.

I think this would also address the issues you have seen with plots being only part planted etc as people would be able to spend more time there without having to leave for pet welfare etc - and would even be able to make a family day of it. I hope there was no complaints about my %growing lol as I must be close to 100%!!

Thank you for reading this and hopefully maybe it might lead to the reconsideration of dogs!

Many thanks

[REDACTED]

11)

Anne Willett

From: Anne Willett
Sent: 10 October 2023 11:56
To: Anne Willett
Subject: FW: Offer to purchase Land on St Edmunds Close, Attleborough

From: [REDACTED]
Sent: 10 October 2023 11:00
To: Attleborough Clerk <townclerk@attleboroughtc.org.uk>
Subject: RE: Offer to purchase Land on St Edmunds Close, Attleborough

Good morning Sharon

Sorry for the delay in getting back to you. I have been on annual leave so just catching up!

This is fantastic news that the TC wish to purchase this land.

The overage deed that will need to be entered into is regarding any future development on the land. It states that if a 'trigger event' happens (I.E a planning application is submitted) then the Transferee (ATC in this instance) must pay the Transferor (BDC) an overage sum of 30% uplift in value. This overage deed lasts for 30 years.

BDC will include a covenant in the sale that restricts use of the land to 'community use'.

Once solicitors have been instructed to deal with the transfer then councillors will be able to see a draft version of the transfer documents and the wording so they can give their comments.

If the Town Council has clear plans for the land, then let me know and I can let our solicitor know so the documents can be prepared accordingly.

Have the Town Council appointed a solicitor to deal with the transfer?

Kind regards

[REDACTED]

Land and Development Officer
Breckland Council

Elizabeth House, Walpole Loke, Dereham, Norfolk, NR19 1EE



@Breckland Council
in
breckland-council
www.breckland.gov.uk

From: Attleborough Clerk <townclerk@attleboroughtc.org.uk>
Sent: Tuesday, October 3, 2023 12:47 PM
To: [REDACTED]
Subject: RE: Offer to purchase Land on St Edmunds Close, Attleborough